

The Honorable Barbara J. Rothstein

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

WORTHY HOTELS, INC., et al.,

Plaintiffs,

v.

FIREMAN'S FUND INSURANCE
COMPANY, a California corporation,

Defendant.

ES RESTAURANT GROUP, INC., a
Delaware corporation,

Plaintiff,

v.

FIREMAN'S FUND INSURANCE
COMPANY, a California corporation,

Defendant.

NACCARATO RESTAURANT GROUP.
INC., a Washington corporation

Plaintiff,

v.

FIREMAN'S FUND INSURANCE
COMPANY, a California corporation,

Defendant.

Consolidated Case No. 2:20-cv-1079-BJR

VITA COFFEE, LLC, a Washington limited liability company d/b/a CAFFE VITA COFFEE ROASTING CO.,

Plaintiff,

v.

FIREMAN'S FUND INSURANCE COMPANY, a California corporation.

Defendant.

WEIMAC LLC, a Washington limited liability company; et al.,

Plaintiffs,

v.

FIREMAN'S FUND INSURANCE COMPANY,

Defendant.

13 COINS MANAGEMENT, LLC; M2 MANAGEMENT, LLC; 13 COINS BELLEVUE, LLC; 13 COINS STADIUM, LLC; THE LODGE ACQUISITION MUKILTEO, LLC; THE LODGE ACQUISITION MILL CREEK, LLC; THE LODGE ACQUISITION KIRLAND, LLC; THE LODGE ACQUISITION STADIUM, LLC; THE LODGE ACQUISITION WEST SEATTLE, LLC; THE SMOKEHOUSE, LLC; JOE TO GO, LLC; MIGHTY MIGHTY, LLC; THE LODGE ACQUISITION, LLC, Washington limited liability companies

Plaintiffs,

v.

NATIONAL SURETY CORP., an Illinois corporation,

Defendant.

STIPULATION AND ORDER

The 13 Coins¹ plaintiffs and National Surety Corporation (collectively, the “Parties”) wish to avoid filing duplicative briefing to that already pending before the Court. National Surety Corporation is a subsidiary of Fireman’s Fund Insurance Company and, in this instance, uses a policy form very similar to those at issue in the consolidated FFIC matters, specifically the policy form at issue in the *Naccarato Restaurant Group, Inc. v Fireman’s Fund Insurance Company* (20-cv-06108) matter. As a result, rather than have National Surety Corporation file a motion to dismiss largely repetitive of FFIC’s previously filed motions to dismiss (and 13 Coins file response briefing largely repetitive of what the other FFIC plaintiffs have filed), the parties agree and stipulate:

- That the Parties will be bound by the Court’s order(s) relative to the motion to dismiss brought by FFIC seeking dismissal of the *Nacarato Restaurant Group, Inc.* lawsuit;
- That the motion to dismiss briefing relative to the *Nacarato Restaurant Group, Inc.* lawsuit applies as if filed by and between the Parties and the Parties further agree and stipulate that it covers all claims brought by 13 Coins in its Complaint, as well as all coverages, extensions, exclusions, provisions, and clauses related to and addressed by those claims; and
- That they are not prejudiced in any way by adopting the motion to dismiss briefing filed relative to the *Nacarato Restaurant Group, Inc.* lawsuit or by being bound by the Court’s ruling(s) relative to that briefing.

¹ This stipulation is agreed to by National Surety Corporation and all Plaintiffs in the 13 Coins litigation, originally filed in King County Superior Court (No. 21-2-00739-9), and subsequently removed and consolidated with this action. This stipulation is agreed to by all Plaintiffs listed in either the caption or the body of the Complaint, including, but not limited to, 13 Coins Management, LLC; M2 Management, LLC; 13 Coins Bellevue, LLC; 13 Coins Stadium, LLC; 13 Coins Acquisition, LLC; 13 Coins Acquisition Bellevue, LLC; 13 Coins Acquisition Stadium, LLC; 13 Coins Acquisition, LLC; The Lodge Acquisition Mukilteo, LLC; The Lodge Acquisition Mill Creek, LLC; The Lodge Acquisition Kirkland, LLC; The Lodge Acquisition Stadium, LLC; The Lodge Acquisition West Seattle, LLC; The Smokehouse, LLC; Joe to Go, LLC; Mighty Mighty, LLC; and The Lodge Acquisition, LLC (collectively, “13 Coins Parties” or “Plaintiffs”).

1 This Stipulation in no way affects the rights of the Parties to appeal the Court's eventual
2 ruling(s), 13 Coins' right to amend its pleadings should the Court not dismiss its Complaint with
3 prejudice, or National Surety Corporation's right to move to dismiss any amended pleading filed
4 by 13 Coins.

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6 Dated this 7th day of April, 2021.

7 MILLER NASH GRAHAM & DUNN LLP

DLA PIPER LLP (US)

8 *s/ Tristan Swanson*

s/ Anthony Todaro

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25 *Attorneys for Plaintiffs*

26 *Attorneys for National Surety Corp.*

ORDER

Having considered the April 7, 2021, stipulation submitted to this Court by 13 Coins and National Surety Corporation, and being fully advised, the Court hereby GRANTS the Parties' Stipulation.

Dated this 8th day of April, 2021.



Hon. Judge Barbara J. Rothstein
United States District Judge